

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

LOT FIFTEEN----- (15)

In Scheubert and Amberg's Subdivision of the West
307 feet of the North 631.75 feet of the South East
Quarter ($\frac{1}{4}$) of Section 34, Township 40 North, Range
13, East of the Third Principal Meridian.

Tax # 13-34-400-007 Y B O A
1929 N. Kostner
Chicago, Illinois.

3698476

Cook County Clerk's Office

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NOTE IDENTIFIED

Please print or type all names and addresses)

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT MARLANO MORENO VILLASENOR & CARMEN RIOS
(1st Divorced & not remarried)-----(2nd A Spinster)

1929 N. KOSTNER City of CHICAGO State of Illinois, Mortgagor(s), and
MORTGAGE and WARRANT TO AMERICAN REMODELING & HOME IMPROVEMENTS CO, INC.
(Contractor)

to secure payment of that certain Retail Installment Contract (Home Improvement) executed by the MORTGAGOR(S) bearing even date
Principal Sum of \$20,700.00
herewith, payable to the MORTGAGEE above named, in the total amount of \$ 37,441.20 being payable in 120

consecutive monthly installments of 312.01 each, commencing two (2) month(s) from the date of completion of the property
improvements described in said Retail Installment Contract and on the same day of each subsequent month until paid, or any amendment to
said Retail Installment Contract, or any consolidation thereof pursuant to the Illinois Retail Installment Sales Act, together with delinquency
and collection charges, if any, the real estate located above, and more fully described on Schedule A attached hereto and made a part hereof,

together with all present improvements thereon, rents, issues and profits thereof, situated in the County of COOK
in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and
all right to retain possession of said premises after any default in payment or breach of any of the covenants or agreements herein contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, That the Mortgagor(s) shall pay all taxes and assessments upon said premises when due,
shall keep the buildings thereon insured to their full insurable value for the benefit of Mortgagee, shall pay all installments of prior mortgages
(trust deeds) on said premises, and interest thereon, when due, and shall keep said premises in good repair. In the event of the failure of
Mortgagee(s) to comply with any of the above covenants, Mortgagee, in addition to its other rights and remedies, is authorized, but is not
obligated, to attend to the same and the amount paid therefor, together with interest thereon at the rate of 8% per annum, shall be due on
demand and shall be added to the indebtedness secured by this mortgage. If default be made in the payment of the said Retail Installment Con-
tract, or of any part thereof, or in the case of waste or non-payment of taxes or assessments on said premises, or of a breach of any of the
covenants or agreements herein contained, then in any such case the whole of the sum secured hereby shall thereupon, at the option of
Mortgagee, his or its attorneys or assigns, become immediately due and payable, and this mortgage may be immediately foreclosed to pay the
same, and it shall be lawful for Mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof,
and to receive and collect all rents, issues and profits thereof.

THE MORTGAGOR IS TO MAINTAIN Fire and Extended Coverage or other physical damage insurance for the benefit of the Mortgagee, and
Flood insurance as required under the Flood Disaster Protection Act.

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertise-
ment, selling and conveying said premises, and reasonable attorneys' fees, to be included in the decree, and all moneys advanced for taxes,
assessments, liens, insurance and other charges, then there shall be paid the sums provided for in said Retail Installment Contract, whether
due and payable by the terms thereof or not.

DATED, this 31st day of OCTOBER A.D. 19 87

MUST BE SIGNED IN THE PRESENCE OF A NOTARY OR
REQUIRED WITNESS. Mariano Moreno Villaseñor (SEAL)
Mortgagor

Carmen Rios (SEAL)
Subscribing Witness (type or print names beneath signatures)

NOTE: This document is a mortgage which gives your contractor and its assignees a security interest in
your property. The mortgage is taken as collateral for the performance of your obligations under your
home improvement contract.

STATE OF ILLINOIS } This Mortgage was signed at _____
COUNTY OF _____ } ss. _____

_____, a Notary Public for and in said County, do hereby certify
that _____, the subscribing witness to the foregoing instrument,
personally known to me, who, being by me duly sworn, did depose that he/she resides at _____

that he/she knows said _____ to be the individual(s) described
in, and who executed, the foregoing instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth, that he/she,
said subscribing witness, was present and saw him/her/they execute the same, and that he/she, said subscribing witness, at the time sub-
scribed his/her name as witness therein.

Given under my hand and notarial seal this _____ day of _____, 19 _____
My commission expires _____, 19 _____ (NOTARY PUBLIC)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

DIANA RIVERA (1st Divorced & Not Remarried)
_____, a Notary Public for and in said County, do hereby certify
that MARLANO MORENO VILLASENOR and CARMEN RIOS (his/her spouse),
personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in
person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and
purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this OCTOBER day of _____, 19 87
My commission expires _____, 19 _____
DIANA RIVERA (NOTARY PUBLIC)
OFFICIAL SEAL: NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 7/1/91

THIS INSTRUMENT WAS PREPARED BY
Name DIANA RIVERA
Address 5116 N. CICERO

DOCUMENT NUMBER

3698476

UNOFFICIAL COPY

For consideration paid, _____

(Contractor)

mortgage, from _____

(Buyer)

to _____

(Contractor)

dated _____

and intended to be recorded with _____

immediately prior hereto does hereby assign said mortgage and claim secured thereby to THE DARTMOUTH PLAN, INC., 1301 Franklin Avenue, Garden City, N.Y. 11530
(Individual and Partnership Signature) (Corporate Signature)

WITNESS my (our) hand(s) and seal(s) this _____

IN WITNESS THEREOF, _____

day of _____

(Contractor)

has caused its corporate seal to be affixed hereto and these presents to be signed on its behalf by its President or a Vice-President or its Treasurer or an Assistant Treasurer duly authorized by its Board of Directors and the undersigned to be the true and correct copy of the original of this instrument and that the undersigned is a duly authorized officer of said corporation.

Contractor (Individual or Partnership)

By _____

Duly Authorized (Name of Officer and Title)

ACKNOWLEDGEMENT BY INDIVIDUAL

THE STATE OF _____ COUNTY OF _____ SS. _____ 19__

Then personally appeared the above named _____ and acknowledged the foregoing assignment to be his (her) free act and deed.

Before me, _____ My commission expires _____

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

THE STATE OF _____ COUNTY OF _____ 19__

Then personally appeared the above named _____ the _____ of _____ and acknowledged the foregoing assignment to be the free act and deed of said officer and said corporation and that the seal affixed to said instrument is the corporate seal of said corporation.

Before me, _____ My commission expires _____ 19__

Notary Public

ACKNOWLEDGEMENT BY PARTNERSHIP

THE STATE OF _____ COUNTY OF _____ SS. _____ 19__

Then personally appeared the above named _____ a General Partner of _____ a partnership, and acknowledged the foregoing assignment to be his free act and deed and the free act and deed of said partnership.

Before me, _____ My commission expires _____ 19__

Notary Public

REAL ESTATE MORTGAGE STATUTORY FORM

3698476

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ASSIGNMENT OF MORTGAGE

3698476

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DARTMOUTH PLAN, INC. 1301 Franklin Avenue Garden City, N.Y. 11530

CT60, IL 60646

MOLE IDENTIFIED